

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

IN RE:

CHRISTOPHER STEVEN KING AND
MELISSA RENEE KING

CASE NO. 6:19-bk-01058-KSJ
CHAPTER 7

Debtor(s).

/

NOTICE OF OPPORTUNITY TO OBJECT AND FOR HEARING

Pursuant to Local Rule 2002-4, the Court will consider the relief requested in this paper without further notice or hearing unless a party in interest files a response within twenty-one (21) days from the date set forth on the attached proof of service, plus an additional three (3) days for service if any party was served by U.S. Mail.

If you object to the relief requested in this paper, you must file a response with the Clerk of the Court at 400 West Washington Street, Suite 5100, Orlando, Florida 32801 and serve a copy on the movant's attorney, Alejandro Martinez-Maldonado, Esq., EXL LEGAL, PLLC, 12425 28th Street North, Suite 200, St. Petersburg, FL 33716, and any other appropriate persons within the time allowed. If you file and serve a response within the time permitted, the Court will either schedule and notify you of a hearing, or consider the response and grant or deny the relief requested without a hearing.

If you do not file a response within the time permitted, the Court will consider that you do not oppose the relief requested in the paper, will proceed to consider the paper without further notice or hearing, and may grant the relief requested.

MOTION FOR RELIEF FROM AUTOMATIC STAY
Property Being Surrendered

COMES NOW Movant, WELLS FARGO BANK, N.A., a secured creditor, by and through its undersigned counsel, and respectfully moves this court pursuant to 11 U.S.C. §362(d) of the Bankruptcy Code to grant relief from stay and as grounds in support thereof would show the following:

1. That this is a Motion pursuant to Bankruptcy Rule 4001(a) for relief from the Automatic Stay.
2. On February 20, 2019, CHRISTOPHER STEVEN KING AND MELISSA RENEE KING, ("Debtor") filed a petition for relief under the Bankruptcy Code.
3. Debtor(s) executed a promissory note secured by a mortgage or deed of trust. The promissory note is either made payable to Creditor or has been duly indorsed. Creditor, directly

or through an agent, has possession of the promissory note. Creditor is the original mortgagee or beneficiary or the assignee of the mortgage or deed of trust.

4. Movant is a secured creditor holding a promissory note ('Note') secured by a Deed of Trust on property now owned by the Debtor(s).

5. The Deed of Trust has been recorded in Official Record Book 3124 at Page 514-529 dated November 21, 2014, of the Public Records of Wayne, North Carolina of a secured claim against Debtor(s), pursuant to a Promissory Note executed by MELISSA R. KING and CHRISTOPHER S KING. A copy of the loan documents are attached hereto as Exhibits "A" and made a part hereof which constitutes a lien upon real property more particularly described as follows:

BEING ALL OF LOT 37 OF STILLWATER CREEK SECTION NO. TWO, AS SHOWN ON A PLAT RECORDED IN PLAT CABINET N, SLIDE 34-J OF THE WAYNE COUNTY REGISTRY. FOR FURTHER REFERENCE SEE DEED FROM CAMBRIDGE FARMS, INC TO STREAMLINE DEVELOPERS, LLC ON JUNE 27, 2014.

a/k/a 333 STILLWATER CREEK DRIVE, GOLDSBORO, NC 27534

6. Pursuant to Debtors Statement of Intention filed with the Petition in this case, Debtor is surrendering the subject property.

7. The property has not been claimed exempt.

8. As of March 1, 2019, the Loan Documents are in default in that the Debtor failed to make the contractual mortgage payment due under the Loan Documents on May 1, 2018, and thereafter. In addition, late charges and other costs and expenses are now due and owing, as set forth on the Affidavit of Indebtedness in support of this motion, attached hereto.

9. Debtor has little to no equity in the real property, as evidenced by the county property appraiser's report of Wayne County, North Carolina, the property is valued at \$155,170.00, which is attached hereto and made a part hereof.

10. Movant's interest in the property is not adequately protected.

11. Movant has obligated itself to pay costs and its attorney a reasonable fee for services in connection with these bankruptcy proceedings and, pursuant to the terms of the Security Documents, Debtor maybe obligated to reimburse Movant for said fees and costs which shall run with the land.

12. Movant respectfully requests the court to permit Movant to offer and provide Debtor(s) with information regarding a potential Forbearance Agreement, Loan Modification, Refinance Agreement, or other Loan Workout/Loss Mitigation Agreement, and furthermore, to enter into such agreement with Debtor(s).

13. Movant respectfully requests that the Court waive the fourteen (14) day stay of the Order Granting Motion to Terminate or Modify Automatic Stay pursuant to Bankruptcy Rule 4001(a)(3), so that Movant can pursue its in rem remedies without further delay.

14. Movant requests that if Debtor converts this case to another chapter then the relief granted herein will survive any such conversion; and if converted Debtor will not be allowed to include Movant in a plan of reorganization.

WHEREFORE Movant prays this Court

A. Enter its order in rem, granting relief from automatic stay to allow Creditor to pursue remedies via foreclosure, or in the alternative; that

B. That the automatic stay be modified to permit Movant to contact the Debtor by telephone or written correspondence and, at its option, offer, provide and enter into any potential forbearance agreement, loan modification, refinance agreement or other loan workout/loss mitigation agreement; and

C. That the fourteen (14) day stay of the Order Granting Relief pursuant to Bankruptcy Rule 4001 (a)(3) be waived so that WELLS FARGO BANK, N.A. can pursue its in rem relief without further delay; and

D. That the mortgage indebtedness that shall run with the property shall be increased to include attorney`s fees and costs incurred in filing the Motion to Terminate Automatic Stay; and

E. For such other and further relief as the Court may deem just and proper.

EXL Legal, PLLC
Email Address: bk@exllegal.com
12425 28th Street North, Suite 200
St. Petersburg, FL 33716
Telephone No. (727) 536-4911
Attorney for the Movant

By: /s/ Alejandro G. Martinez-Maldonado
Alejandro G. Martinez-Maldonado
FL BAR # 108112

CERTIFICATE OF SERVICE

I HEREBY CERTIFY THAT a true and correct copy of the foregoing was furnished on March 29, 2019, by U.S. Mail and/or electronic mail via CM/ECF to:

DEAN A REED
LAW OFFICE OF DEAN A REED PA
POST OFFICE BOX 520605
LONGWOOD, FL 32752

ARVIND MADENDRU, TRUSTEE
5703 RED BUG LAKE RD, STE 284
WINTER SPRINGS, FL 32708

UNITED STATES TRUSTEE - ORL7/13
GEORGE C. YOUNG FEDERAL BUILDING
400 WEST WASHINGTON STREET, SUITE 1100
ORLANDO, FL 32801

The parties identified below were served on March 29, 2019 by U.S. Mail.

CHRISTOPHER STEVEN KING
3072 FOXHILL CIR
APT. 104
APOPKA, FL 32703

MELISSA RENEE KING
3072 FOXHILL CIR
APT. 104
APOPKA, FL 32703

EXL Legal, PLLC
Email Address: bk@exllegal.com
12425 28th Street North, Suite 200
St. Petersburg, FL 33716
Telephone No. (727) 536-4911
Attorney for the Movant

By: /s/ Alejandro G. Martinez-Maldonado
Alejandro G. Martinez-Maldonado
FL BAR # 108112